

AGREEMENT

AGREEMENT, made as of this 5th day of October, 2007 by and between Joseph Tacopina, having offices at 275 Madison Avenue, 35th Floor, New York 10016, and The Follieri Group, with offices at 40 Wall Street, New York, New York.

WHEREAS, Joseph Tacopina and The Follieri Group are engaged in discussions to procure financing and/or equity interests in the business known as Follieri Group LLC and;


WHEREAS, Joseph Tacopina and The Follieri Group are desirous to set certain parameters for compensation and/or consideration of the successful procurement of said financing and/or equity partners, NOW THEREFORE FOR MUTUAL COVENANTS, PROMISES, AND CONSIDERATION, ETC., it is

AGREED AS FOLLOWS:

1. That Joseph Tacopina shall be entitled to receive \$2.5 Million Dollars of financing acceptable to The Follieri Group upon closing of the deal (see point 2 of this agreement)
2. That Joseph Tacopina shall be compensated at the closing of the deal with Plainfield Asset Management LLC, 55 Railroad Avenue, Plaza Level, Greenwich, CT 06830.

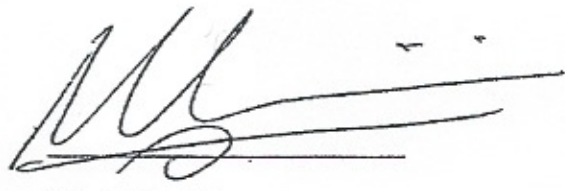
3. That the parties understand and agree that Joseph Tacopina shall dedicate energy and time for the success of the negotiations with Plainfield Asset Management.

Agreed and Accepted:



The Tacopina Group
By: Joseph Tacopina

Agreed and Accepted:



The Follieri Group
By: Raffaello Follieri

From: Raffaello Follieri <rfollieri@thefollierigroup.com>

To: mbonvicino@aol.com

Subject: Fw: Tacopina

Date: Thu, 29 May 2008 3:26 pm

Attachments: C1423_EXCHANGE_05292008-152128.PDF (51K)

From: Friedman, Alan R.

To: Raffaello Follieri

Sent: Thu May 29 15:23:04 2008

Subject: FW: Tacopina

Raffaello,

I am following up on our conversation last week about Tacopina and the documents that I would like to have before I follow up with him. Please give me, to the extent possible:

1. Documents that show that Tacopina prepared the "finder's fee" agreement and any drafts of the agreement, for example emails or cover letters sending you the agreement and/or drafts or commenting on the agreement and/or drafts. (He says that you prepared it and sent it to him.) [For your convenience, a copy of the agreement is attached.]
2. Documents that show that he was representing you or TFG at the same time that you and he were negotiating/signing the "finder's fee" agreement (dated as of October 5, 2007), for example emails from him about matters he was handling and bills that he sent for his services.
3. Other documents that relate to the agreement (or to any efforts that he made to help make "the deal" with Plainfield). He says that he has an email from you confirming your agreement to pay him \$2.5 million when it was anticipated that the deal would require Plainfield to invest much less than \$100 million and that you asked to spread out when the payments were required because the deal was likely to be in the \$30 million range.
4. Why did you make this deal with Tacopina? Are there any documents that he sent you or you sent him before the deal that relate to what he was going to do or try to do or why he had any ability to help close the deal?
5. Any documents that reflect any other attorney's review of the agreement or any drafts (or of the concept of the deal). He says that Marty Edelman was your attorney at the time and was probably involved on your behalf.

Please get the foregoing documents and any others that you think could be helpful to me. While I am not feeling time pressure from Tacopina, the sooner I get the documents from you the better.

Thanks,

Alan

Alan R. Friedman
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New York, NY 10022
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212-894-5616 - fax

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